

Bruno 380

REMARKS

In item 1 of the Detailed Action the Examiner states that the application is objected to because "there is no indication of record that the party who signed the submission is an appropriate party to sign on behalf of the assignee." Pursuant to a telephone conversation with Examiner Barnie on May 15, 2003, enclosed is certified statement indicating that Mr. Dworetsky is authorized to act on behalf of the Assignee in this case, in compliance with 37 CFR 3.73(b).

In order to expedite prosecution, claims 52-56 are deleted herein because they are somewhat repetitive of other claims.

Claim 49 was rejected under 35 USC 102 as being anticipated by Walker et al, US Patent No. 6,246,755. Applicants respectfully traverse. Walker et al describe a system and a method where a caller 110 is connected to a transaction processor 200 (credit card platform) through a telecommunication network, and interacts with the transaction processor to provide a caller ID code, and a content provider identity. The transaction processor includes a number of databases, including a prepaid accounts database 300 (labeled "credit card platform" in FIG. 1). Thereafter, the transaction processor "completes the telephone connection from the caller 110 to the content provider 120" (see col. 6, lines 46-48) by connecting the caller to the content provider. Transaction processor 200 continues to monitor the call. When the call is completed, the prepaid accounts database is debited.

There is no teaching, and no suggestion, that the Walker et al prepaid account is a "calling card account," which is an account that enables the account holder to place telephone calls while having the account charged for the call. Moreover, and perhaps even more importantly, there is no teaching that the prepaid account is used to establish the call itself in the Walker et al process.

In contradistinction, claim 49 specifies that

- a transaction is undertaken "in association with a calling-card communication session with a second party;"
- the transaction is unrelated to the debt owed for establishing the "calling-card communication session," i.e., that call that is a calling-card call; and

Bruno 380

- that session is one where the “calling card account ... was used to establish said calling-card communication session.”

As indicated above, these limitations are not taught or suggested by Walker et al and, therefore, it is respectfully submitted that claim 49 is neither anticipated nor made obvious by Walker et al.

Moreover, the Walker et al is a communication arrangement where:

A (caller) connects to B (Transaction processor) connects to C (Content provider)

The transaction processor (element B) contains the Prepaid Accounts database that is debited when the requested service is provided, and the party that provides the service for which a debt is owed is the content provider (element C).

In contradistinction, claim 49 specifies a method wherein a call is made to a first party, which performs the service giving rise to a debt (perhaps by calling upon others to help provide the service), and a platform of the first party communicates with a platform that maintains the accounts database that is debited. In other words, the method of claim 49 is practiced in an arrangement where A-connects to-C-connects to-B, rather than the A-connects to-B-connects to-C (as in Walker et al). Hence, it is respectfully submitted that since the communications of claim 49 are different from the communications of Walker et al, the claim 49 method is neither anticipated nor rendered obvious by Walker et al for this reason as well.

Claims 49-82 were rejected under 35 USC 112, first paragraph as containing subject matter that was not described in the specification in such a way as to enable a person skilled in the art to which it pertains to make and use the invention. Applicants respectfully traverse.

The Examiner asserts that

the limitation including “receiving a request from a second party to undertake a request [transaction?], undertaking a transaction in response to request from the second party and so forth” lacks support from the applicant’s disclosure.

The quote embedded in the Examiner’s assertion is treated not as a quoted limitation within one or more of the claims but, rather, as a recitation of limitations (in plural)

Bruno 380

generally that the Examiner finds lacking in the specification. Applicants respectfully disagree with the Examiner's assertion.

- The very first sentence of the Detailed Description states, inter alia, that the invention pertains to a "system for recording charges for services used by a calling user" but, clearly the invention extends to a process that is executed by such a system; i.e., the invention also relates to a **process, or method** "for recording charges for services used by a calling user." Also clearly "charges for services used" constitutes a **transaction**, as the term "transaction" is used in the English language. Additionally, it noted that this sentence uses the broad term "services," rather than characterizing the invention scope in narrower terms; for example, it does NOT state that the invention is for (merely) recording telephone call establishment charges.

- At col. 3, lines 44 et seq. (of the issued patent) the specification states:

For example, if a call is made from a cellular-type service to an Internet website for accessing data, the air time associated with the cellular call based on the particular subscriber's billing structure plus the charges for the Internet data service are debited against the account at their respective service rates. Accordingly, different rates can be charged for accesses to different types of data. For example, video and graphic information can incur one charge rate, while audio information can incur another rate.

The connection to an Internet web site is clearly a service, and it a service that is separate from the service "of establishing said calling-card communication session." Similarly, the provision of data from a web site is also a service, and it a service that is separate from the service "of establishing said calling-card communication session." Further, the connection to a particular web site – *which necessarily occurs after a connection to an ISP* – is a service that is also "exclusive of establishing said calling-card communication session." The provision of these services, in exchange of a debiting of the calling-card account, is a transaction.

- It is further noted that the sensitivity of the levied charges to whether the information that is sent to the user is video, or audio, is further evidence that the service provided – which underlies the transaction undertaken – is "exclusive of establishing said calling-card communication session."

Bruno 380

- A telephonic connection, followed by a connection to a web site on the Internet, and further followed by "accesses to different types of data," such as accesses of audio or video information, are clearly done at the request of the user that initiated the connection. Neither the placement of calls, nor the specification of the web site to go to, nor the specification of data to be sent by the user are events that occur automatically, or pursuant to anybody's action other than the user. Therefore, it is respectfully submitted that all persons (even those who are not skilled in the art) would find it clear that the services are provided in response to user requests.

To illustrate, when a user

- employs a calling-card account to establish a telephonic connection to an ISP, for example, with a cell phone,
- and then acts to be connected to a particular web site,
- and then acts to cause information to be downloaded from that web site (all in accord with the above-quoted teachings within the specification),

it is clear that the user is causing the first step of claim 49 to be practiced, because (a) a first party was caused to undertake a transaction (the provider of the telephonic connection caused a connection to the connection to the ISP, which led to the subsequent connection to the web site, and the still subsequent transmission of information from the web site to the user), and (b) this transaction is "in association with a calling-card communication session" (because the transmission of information is via the path established by the communication session). Since the claim is infringed when practicing that which the specification teaches, it follows that the claim is supported by the specification.

Since the connection to the particular web site is necessarily in response to a directive, and the sending of data is also necessarily in response to a directive, and the party that initiates such directives is the user, it follows that the limitation of claim 50 is also practiced when the teachings contained in the specification are employed.

Having demonstrated that the specification does support that which the Examiner asserts is lacking in the specification, applicants believe that the rejection of claims 49-82 under 35 USC 112, first paragraph, is overcome.

Bruno 380

Claims 78-82 were rejected under 35 USC 102 as being anticipated by Walker et al. Applicants respectfully traverse. The above-discussed limitations of claim 49 that distinguish the claim from the Walker et al reference apply with equal vigor to claim 78. That is, claim 78 specifies a method where a telecommunication connection is established "by employing said calling-card account." No such notion is presented in Walker et al. Also, the account debiting that claim 78 specifies is the same account that is used for establishing and maintaining the telecommunication connection. No such notion is presented in Walker et al (which is not surprising, in light of the fact that a calling-card telecommunication connection is not contemplated). The same argument applies to claim 82.

Dependent claims 79-81 are, of course subsumed in the argument that claim 79 is not anticipated by Walker et al and, therefore, it is respectfully submitted that they, too, are not anticipated by Walker et al.

Claims 49, 56-60, and 65-67 were rejected under 35 USC 103 as being unpatentable over Walker et al in view of Jagadish et al, US Patent 5,844,972, or Fraser, US Patent 5,835,580, or Flynn et al, US Patent 5,22,699. Applicants respectfully traverse.

The Examiner asserts that although Walker et al do not

teach in detail having a telephone communication billing system in communication another platform for retrieval of subscriber information even though the control logic (processor) debits the account in real-time,

any one of the other references shows the use of two platforms, "namely a telecommunication billing system in communication with platforms such as subscriber databases."

Stated in other words, the Examiner admits that Walker et al teach an arrangement with only one location related to billing (the debit card platform), but asserts that the other references teach the use of a billing location and another location for other databases, and that it would be obvious to modify the Walker et al arrangement to an arrangement where two billing-related locations are used. Applicants respectfully disagree.

Bruno 380

First, the Walker et al arrangement works adequately relative to billing, and there is no motivation for modifying the design. Hence, it would not be obvious for a person skilled in the art to modify the Walker et al arrangement. Second, as indicated above, the Walker et al arrangement is an A-to-C-to-B arrangement. Since element C is the credit card platform, and it is the element that is closest to A, it makes sense to have the normal telecommunication billing, and the prepaid account data be in element C. In contradistinction, applicants' arrangement is an A-to-B-to-C arrangement. Because element B is closer to A it makes sense to have normal telecom billing reside in B, whereas C is the platform for holding the prepaid accounts. Thus, it is the connection arrangement that drives the one-platform arrangement of Walker, and it is the connection arrangement that drives the two-platform arrangement of applicant's invention. Third, applicants have pointed out that the independent claims are patentably different from Walker et al based on limitations other than teachings provided by the Jagdish, Fraser, and/or Flynn et al patents. Consequently, it is believed that the Walker et al patent, in view of the Jagdish, or Fraser, or Flynn et al patents does not render claim 49 obvious; and by extension, does not render claims 56-60, and 65-67 obvious.

In view of the above amendments, submission, and remarks, applicants respectfully submit that all of the Examiner's objections and rejections have been overcome. Reconsideration and allowance are respectfully solicited.

Respectfully,
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